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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA – OAKLAND DIVISION

THE BOARD OF TRUSTEES, in their)	No. CV 10-5000 SBA
capacities as Trustees of the LABORERS)	
HEALTH AND WELFARE TRUST FUND)	
FOR NORTHERN CALIFORNIA; LABORERS)	STIPULATION FOR ENTRY OF
VACATION-HOLIDAY TRUST FUND FOR)	JUDGMENT; ORDER
NORTHERN CALIFORNIA; LABORERS)	
PENSION TRUST FUND FOR NORTHERN)	
CALIFORNIA; and LABORERS TRAINING)	
AND RETRAINING TRUST FUND FOR)	
NORTHERN CALIFORNIA,)	
)	
Plaintiffs,)	
)	
v.)	
)	
LUCAS DEMOLITION, INC., a California)	
Corporation,)	
)	
Defendant.)	

The Parties hereto hereby stipulate and agree as follows:

1. Plaintiffs, The Board of Trustees, in their capacities as Trustees of the Laborers Health and Welfare Trust Fund for Northern California; Laborers Vacation-Holiday Trust Fund for Northern California; Laborers Pension Trust Fund for Northern California; and Laborers Training and Retraining Trust Fund for Northern California (hereinafter “Trust Funds” or “Plaintiffs”), have brought the above-captioned action against Lucas Demolition, Inc., a California Corporation

(hereinafter referred to as "Defendant"). Plaintiffs, in this action, sought payment of unpaid fringe benefit contributions, liquidated damages, interest found to be due and owing as a result of an audit of Defendant's books and records for the period January 2007 to December 2008. Plaintiffs are also seeking all attorneys' fees, audit costs and other reasonable expenses incurred in connection with this action. The Parties are desirous of settling this action and as such, the parties hereby stipulate and agree to settle this action under the following terms:

2. Defendant agrees to have judgment entered against it as follows:

a. Defendant agrees to pay the total sum of \$192,000.00. Said amount shall be paid in forty-eight (48) equal monthly installments of \$4,000.00. The first installment payment shall be due on or before August 15, 2011, and all subsequent payments shall be due on or before the 15th day of the month in which it is due. By way of example, the second installment payment is due on or before September 15, 2011;

b. Defendant shall remit the payments as described in Paragraph 2a above, and made payable to the LABORERS TRUST FUNDS, directly to the Trust Fund office at:

Laborers Funds Administrative Office of Northern California, Inc.
220 Campus Lane
Fairfield, CA 94534-1498
Attn: John Hagan

c. Defendant agrees to submit to an audit by auditors selected by the Trust Funds at the premises of Defendant during business hours, or where the records are kept, at a reasonable time or times, and to allow said auditors to examine and copy such books, records, papers, reports of Defendant, relating to the time period beginning January 1, 2009 to date, that are relevant to the enforcement of the collective bargaining agreement or Trust Agreements, including but not limited to the following:

Individual earning records (compensation); W-2 forms; 1096 and 1099 forms; reporting forms for all Trust Funds; State DE-3 tax reports; workers compensation insurance report; employee time cards; payroll journal; quarterly payroll tax returns (form 941); check register and supporting cash voucher; Form 1120- 1040 or partnership tax returns; general ledger – (portion relating to payroll audit); and

3. The parties hereto further stipulate and agree that nothing herein prevents the

1 Plaintiffs from seeking additional amounts from Defendant if a later audit of Defendant's books
2 and records, including the audit set forth in Paragraph 2, shows that additional unpaid
3 contributions, which are unknown to Plaintiffs at the time of entering into this stipulation, are due
4 and owing.

5 4. Additionally, so long as the Defendant remains bound to the Laborers Master
6 Agreement, it will comply with its obligations to submit all fringe benefit contributions to the Trust
7 Funds in a timely manner.

8 5. If Defendant defaults in making said any of the installment payments, as provided
9 herein, interest, as provided for in the Laborers Master Agreement, shall be added to the full
10 amount due of \$192,000.00 from the date of default to the date payment is received. In addition,
11 the Laborers Trust Funds will be entitled to reasonable attorneys' fees and costs incurred in
12 enforcing this Stipulation for Entry of Judgment.

13 6. In consideration of the above, the Trust Funds agree to release Lucas Demolition for all
14 claims through and including December 31, 2008. However, said release shall not apply to any
15 withdrawal liability claim under the Employee Retirement Income Security Act of 1974, as
16 amended ("ERISA"), which the Trust Funds may have against Lucas Demolition, Inc.

17 7. Defendant further stipulates and agrees that if LUCAS DEMOLITION, INC. is sold,
18 this Agreement shall be binding on its successors, heirs, and assigns regardless of whether it
19 changes the name or style or address of the business.

20 8. The provisions set forth in this Stipulation for Entry of Judgment are not in violation of
21 any state or federal law. However, if any portion of said stipulation is found to be in violation of
22 any state or federal law, then Defendant shall continue to pay the indebtedness outlined herein
23 under Paragraph 2.

24 9. Plaintiffs and Defendant acknowledge to each other that they have had an opportunity
25 to be represented by independent legal counsel of their own choice throughout all of the
26 negotiations that preceded the execution of this Stipulation for Entry of Judgment. Plaintiffs and
27 Defendant further acknowledge that they have had adequate opportunity to perform whatever
28

1 investigation or inquiry they may deem necessary in connection with the subject matter of this
2 Stipulation for Entry of Judgment prior to its execution, and agree with the delivery and acceptance
3 of the considerations specified in this Stipulation for Entry of Judgment.

4 10. This Stipulation may be executed in counterpart.

5 11. The parties hereto mutually state that they have read the foregoing Stipulation for Entry
6 of Judgment and are fully aware of its contents and legal facts. This stipulation for entry of
7 Judgment constitutes the entire agreement of the parties and is entered into on the dates below
8 indicated.

9 Dated: September __, 2011

10 LUCAS DEMOLITION, INC., A California Corporation

11 By: _____
12 Flaviano Perez
13 _____

14 Dated: September __, 2011

15 LABORERS TRUST FUNDS

16 By: _____
17 JOHN HAGAN
Accounts Receivable Manager for Plaintiffs

18 **AGREED AS TO FORM:**

19 Dated: September __, 2011

20 WEINBERG, ROGER & ROSENFELD
A Professional Corporation

21 By: _____
22 EZEKIEL D. CARDER
23 Attorneys for Plaintiffs

24 Dated: September __, 2011
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LAW OFFICES OF PETER M. STANWYCK

By: _____
KAREN JENNINGS EVANS
Attorneys for Defendant

ORDER

It is so ordered that Judgment is entered against Defendant Lucas Demolition, Inc., a California Corporation, as set forth in the Stipulation for Entry of Judgment.

Dated: __9/13/11



The Honorable Sandra Brown Armstrong,
United States District Court Judge

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